

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

Brian Thompson, individually; and Jennifer  
James, individually,

Plaintiff,

v.

J. Gray Teekell, individually; The Teekell  
Company, Inc.; and Michael E. Krasnow,  
Trustee of Morton Family Irrevocable Trust,

Defendants.

Case No. 5:23-cv-01074-R

District Judge David L. Russell

**DEFENDANTS J. GRAY TEEKELL AND  
THE TEEKELL COMPANY, INC.'S  
ANSWER TO PLAINTIFF'S SECOND  
AMENDED COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW, Defendants J. Gray Teekell and The Teekell Company, Inc. (collectively, “Teekell”), by and through the undersigned counsel, and files this, its Answer to Plaintiff’s Second Amended Complaint (hereinafter also referred to as the “Complaint”), [Doc. 20]<sup>1</sup>. In support thereof, Teekell respectfully shows the Court the following:

**I. ANSWER**

1. Teekell admits paragraph 1 of the Complaint.<sup>2</sup>
2. Teekell admits paragraph 2 of the Complaint.
3. Teekell denies paragraph 3 of the Complaint as stated.
4. Teekell is without sufficient information to admit or deny paragraph 4 of the Complaint.
5. Teekell admits paragraph 5 of the Complaint.

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<sup>1</sup> Teekell files this answer in accordance with its Rule 11 agreement extending Teekell’s time to timely file its answer with Plaintiffs’ Counsel, which extended through June 3, 2024.

<sup>2</sup> Teekell acknowledges that Plaintiff’s Second Amended Petition/Compliant is being referred to as the “Complaint” after the case’s removal to this Federal Court.

6. Teekell is without sufficient information to admit or deny paragraph 6 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 6 of the Complaint.

7. Teekell admits paragraph 7 of the Complaint, however, Teekell notes that the Teekell Company, Inc. has never been referred to as “TCA.”

8. Teekell denies paragraph 8 of the Complaint.

9. Teekell denies paragraph 9 of the Complaint.

10. Teekell denies paragraph 10 of the Complaint.

11. Teekell is without sufficient information to admit or deny paragraph 11 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 11 of the Complaint.

12. Teekell admits paragraph 12 of the Complaint only to the extent that the Teekell and Morton families were friendly. Teekell denies that any friendly relationship expands any duty of Teekell to the Mortons as a business advisor or otherwise.

13. Teekell is without sufficient information to admit or deny paragraph 13 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 13 of the Complaint.

14. Teekell denies paragraph 14 of the Complaint and any existence of a fiduciary agency relationship.

15. Teekell is without sufficient information to admit or deny paragraph 15 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 15 of the Complaint.

16. Teekell denies paragraph 16 of the Complaint.

17. Teekell is without sufficient information to admit or deny paragraph 17 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 17 of the Complaint.

18. Teekell is without sufficient information to admit or deny paragraph 18 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 18 of the Complaint.

19. Teekell denies paragraph 19 of the Complaint.

20. Teekell denies paragraph 20 of the Complaint.

21. Teekell denies paragraph 21 of the Complaint.

22. Teekell denies paragraph 22 of the Complaint.

23. Teekell denies paragraph 23 of the Complaint.

24. Teekell denies paragraph 24 of the Complaint.

25. Teekell denies paragraph 25 of the Complaint.

26. Teekell denies paragraph 26 of the Complaint.

27. Teekell denies paragraph 27 of the Complaint.

28. Teekell is without sufficient information to admit or deny paragraph 28 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 28 of the Complaint.

29. Teekell denies paragraph 29 of the Complaint.

30. Teekell denies paragraph 30 of the Complaint.

31. Teekell is without sufficient information to admit or deny all parts of paragraph 31 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 31 of the Complaint.

32. Teekell denies paragraph 32 of the Complaint.

33. Teekell denies paragraph 33 of the Complaint.

34. Teekell denies paragraph 34 of the Complaint.

35. Teekell denies paragraph 35 of the Complaint.

36. Teekell denies paragraph 36 of the Complaint.

37. Teekell admits paragraph 37 of the Complaint.

38. Teekell admits paragraph 38 of the Complaint.

39. Teekell admits paragraph 39 of the Complaint.

40. Teekell admits paragraph 40 of the Complaint.

41. Teekell admits paragraph 41 of the Complaint.

42. In response to paragraph 42 of the Complaint, Teekell re-states each of its responses to paragraphs 1-41, as stated above.

43. Teekell denies paragraph 43 of the Complaint.

44. Teekell is without sufficient information to admit or deny paragraph 44 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 44 of the Complaint.

45. Teekell denies paragraph 45 of the Complaint.

46. In response to paragraph 46 of the Complaint, Teekell re-states each of its responses to paragraphs 1-45, as stated above.

47. Teekell denies paragraph 47 of the Complaint.

48. Teekell denies paragraph 48 of the Complaint.

49. Teekell denies paragraph 49 of the Complaint.

50. Teekell denies paragraph 50 of the Complaint.

51. Teekell is without sufficient information to admit or deny paragraph 51 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 51 of the Complaint.

52. In response to paragraph 52 of the Complaint, Teekell re-states each of its responses to paragraphs 1-51, as stated above.

53. Teekell is without sufficient information to admit or deny paragraph 53 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 53 of the Complaint.

54. Teekell is without sufficient information to admit or deny all parts of paragraph 54 of the Complaint as stated. To the extent an admission is warranted, Teekell denies paragraph 54 of the Complaint.

55. Teekell denies paragraph 55 of the Complaint.

56. Teekell denies paragraph 56 of the Complaint.

57. Teekell denies paragraph 57 of the Complaint.

58. Teekell denies paragraph 58 of the Complaint.

59. Teekell is without sufficient information to admit or deny paragraph 59 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 59 of the Complaint.

60. Teekell is without sufficient information to admit or deny paragraph 60 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 60 of the Complaint.

61. In response to paragraph 61 of the Complaint, Teekell re-states each of its responses to paragraphs 1-60, as stated above.

62. Teekell denies paragraph 62 of the Complaint.

63. Teekell denies paragraph 63 of the Complaint.

64. Teekell denies paragraph 64 of the Complaint.

65. Teekell denies paragraph 65 of the Complaint.

66. Teekell denies paragraph 66 of the Complaint.

67. In response to paragraph 67 of the Complaint, Teekell re-states each of its responses to paragraphs 1-66, as stated above.

68. Teekell is without sufficient information to admit or deny paragraph 68 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 68 of the Complaint.

69. Teekell is without sufficient information to admit or deny paragraph 69 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 69 of the Complaint.

## **II. AFFIRMATIVE DEFENSES**

70. Subject to and without waiving the denials stated herein, Teekell asserts the following affirmative defenses to Plaintiff's claims.

71. Teekell asserts the affirmative defense of waiver.

72. Teekell asserts the affirmative defense of estoppel.

73. Teekell asserts the affirmative defense of consent.

74. Teekell asserts the affirmative defense of lack of duty.

Dated: June 3, 2024

Respectfully Submitted,

**FREEMAN MATHIS & GARY, LLP**

/s/ Alexander S. Gebert

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### **CERTIFICATE OF SERVICE**

I hereby certify that on June 3, 2024, a true and correct copy of the foregoing was filed electronically to the Clerk of Court via the CM/ECF system which will send notification of such filing to all counsel of record.

/s/ Alexander S. Gebert

Alexander S. Gebert